

2011/2012 ZIPS OPERATING AGREEMENT CITY OF ROCHESTER/

THIS AGREEMENT is made and entered into this 15 day of November 2010, by and between the City of Rochester, a Minnesota municipal corporation ("City"), and R&S Transport, Inc., a Minnesota corporation ("Contractor"), located at 1725 HWY 14 East SE, Rochester, Minnesota 55904.

Whereas, the City, as part of its public transportation services, offers door to door dial-a-ride services called "ZIPS Dial-A-Ride"; and

Whereas, Contractor possesses the facilities, experience and personnel to provide this service and desires to contract with the City for the provision of this service; and

Whereas the parties desire to formalize the terms and conditions under which Contractor will provide Zips Dial-A-Ride services for the City.

NOW, THEREFORE, it is hereby agreement to between the parties as follows:

1) Contractor shall, for calendar years 2011 and 2012, provide those services identified and defined in the "Specifications for 2011/2012 ZIPS Dial-A-Ride" and all addendums dated November 3, 2010, copies of which are attached hereto and hereby incorporated by reference.

2) For and in exchange for such services the City shall pay to Contractor \$38.50 per bus vehicle hour for calendar year 2011, and \$39.50 per bus vehicle hour in calendar year 2012.

3. This agreement is subject to the continuing availability of Federal and State financial assistance to provide this service.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date first written above.

R&S Transport, Inc.
(a Minnesota corporation)

By Steve Shuman
Its President

By Jeff Schmidt
Its CEO

City of Rochester,
(a Minnesota municipal corporation)

By Walter F. Bueche
Its Mayor

By Theresa Kay Schreier
Its City Clerk

APPROVED AS TO FORM
and EXECUTION

James J. Hallen
Rochester City Attorney

APPROVED AS TO FORM
and EXECUTION

Hofstadter City Attorney

ACKNOWLEDGEMENT OF CORPORATION

AUTHORIZED SIGNATURE

STATE OF MINNESOTA

COUNTY OF Olustee

On this 31ST day of JANUARY, 2011, before me appeared
STEVEN M. ELWOOD to me personally known, who,
(Name of officer)

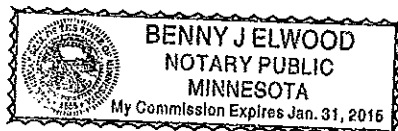
being by me duly sworn, did say that he/she is the PRESIDENT
(Title)

of RES TRANSPORTATION, INC.,
(Name of corporation)

1725 HWY 14 EAST, ROCHESTER, MN, 55904,
(Address) (City and State) (Zip Code)

a corporation; and that said instrument was executed in behalf of said corporation by
authority of its Board of Directors; and that said STEVEN M. ELWOOD
(Name of officer)

acknowledged said instrument to be the free act and deed of said corporation.



Benny J Elwood

Notary Public

County OLUSTEE

My Commission Expires JAN 31, 2015

FORM OF PROPOSAL

PROJECT NUMBER "ZIPS DIAL-A-RIDE TRANSPORTATION SERVICE"

Bidder must fill in unit prices in numerals. Please note that provision has been made for bidding different hourly rates for 2011 and 2012. Award will be based on the total estimated cost for the two years plus consideration of other qualifying criteria. A completed form showing price per hour and totals must be submitted

SPEC. OR ITEM NO.	ITEM DESCRIPTION UNIT OF MEASURE	APPROXIMATE QUANTITIES	UNIT TOTAL PRICE (Per Veh. Hr.)	TOTAL
2011 ZIPS Service	Vehicle Hours	12,100	\$ <u>38.50</u>	\$ <u>465,850</u>
2012 ZIPS Service	Vehicle Hours	12,100	\$ <u>39.50</u>	\$ <u>477,950</u>
			TOTAL	\$ <u>943,800</u>

Accompanying this proposal is a cashier's check or a certified check or bidder's bond in the amount of \$ 97,190, totaling at least five (5%) percent of this bid, which shall serve as a guaranty that should this proposal be accepted by the City of Rochester, the undersigned will enter into a contract with the City of Rochester for the performance of the work at the unit prices stipulated herein within a period of ten (10) days from the date of acceptance of this proposal.

In submitting this bid, it is understood that the right is reserved by the Common Council of the City of Rochester to reject any and all bids and to waive informalities.

Date: 11-1, 2010

Firm Name: R&S Transport

Address: 1725 Hwy 14 E.

By: [Signature]
(Authorized Agent)

Similar Services rendered in previous 10 years.

1. We have been an STS provider for the State of Minnesota since 1990. We do between 500-800 one-way trips each workday covering over 2,000,000 miles annually. We have passed every inspection both scheduled and unannounced.
Ref: Department of Human Services- 651-431-2000
Department of Transportation- Jarvis Musolf 286-7591
2. We have been a type 3 school bus providers for ISD 535 since 1995. We are proud of our safety records transporting all children.
Ref: Jeffrey Kappers 507 328-4233
3. R & S Transport transports clients from all eleven S.E. Minnesota Counties. We are under contract with six of them. We have been transporting clients daily that do not qualify for STS as well as thousands of waived services clients.
Ref: Olmsted County- Jill Schmidt 507-328-6364
Filmore County-Paula Melver 507-765-3898
Mower County-Diane Moon 507-437-9700
Rice County Mary Ho 507-332-6111
Freeborn County Fred Stein 507-377-5400
Steele County Kelly Harder 507-444-7500
4. We have been the "back up" company RTS has relied on to transport clients the large vehicles can't accommodate. We have been already serving the current Zips customers.
Ref: blank for obvious reasons
5. R & S Transport has annual contracts with all pre-paid health plans including U-Care, Medica, South Country and Health Partners
Ref: Care Cheryl Steele 612-676-3530
Blue Plus Mark Shaw 651-662-8000
Medica Contract MGR 800-458-5512
South Country Jim Barkhaus 507-444-7770
6. R & S Transport has been transporting all the overflow clients for ABC and Possibilities of Southern Minnesota
Ref: ABC Steve Fuchs 507-281-6262
Possibilities John Flanders 507-281-6116
7. R & S Transport is contracted annually to transport all patients requiring STS services for SMH Mary Brigh therapeutic therapy.
Ref: Jim Verbout 507-255-4605

8. R & S Transport is the South East Minnesota STS training center. We provide STS and Type 3 school bus training to all ISD employees, ZIPS drivers, Fresh Start and Wing House employees,

Ref: ISD- Jeff Kappers 328-4233

Wing House and Fresh Start Brenda Vert 507-206-0791

RTS- blank again

Sunrise Cottages Theresa Bigalk 507-286-8528

Safety Center Joan Marie Kiefer 507-252-8218

CERTIFICATION REGARDING LOBBYING

49 CFR Part 20

Certification for Contracts, Grants, Loans and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)


(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instruction (as amended by "Government wide Guidance for New Restrictions for Lobbying," 61 Fed. Reg. 1413 91/19/96). Note: Language in Paragraph 92) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601 et seq).

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. (NOTE: Pursuant to 31 U.S.C. 1352 @ (1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure).

This Contractor, REGIS TRANSPORT, certified or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provision of 31 U.S.C. 3801 et seq. apply to this certification and disclosure, if any.

 Signature of Contractor's Authorized Official

owner Name and Title of Contractor's Authorized Official

11-1-2010 Date

Description of Organization

1. Company name: **R & S Transport**
2. Name of CEO-General manager: **Steven Elwood**
Years of experience in Transportation Service: **24 years**
3. Name of Operations Manager: **Steven Elwood**
Years of experience in Transportation Service: **24 years**
4. Name of Lead Dispatcher: **Rodney Scharberg**
Years of experience in Transportation Service: **16 years**
What type of Dispatching are you proposing to use? **Manual and Automated**
If your dispatching is automated what program do you use: **RouteMatch**
5. Name of Shop Foreman: **Jesse Schoenwetter**
Years of experience in Mechanics **15 years**
List ASE Certifications: **in process of taking the tests**
6. Name of Technician responsible for Day to Day Maintenance : **Jesse Schoenwetter**
Years of Experience **15 years**
List of ASE Certifications: **In process of taking tests**
7. Name of Safety/training Person: **Bill Butts**
Years of Experience in transportation Safety/ Training: **18 years**
8. Name of Drug and Alcohol Testing Coordinator: **Missy Musel**
Years of Experience in Drugs and Alcohol training Experience: **three years**
9. Name of Drug and Alcohol Testing Service to be contracted with: **D & A Testing**
10. Name of Fleet and Liability Insurance Carrier: **Western National**
Agent Name: **Leroy Taggert** telephone Number: **507-455-1610**
11. Include any other statements here about your company you would like that describes or gives better understanding of management and operating skills: **R & S Transport has had the same operation directors and hands on owners since its inception in 1990. It started with 1 vehicle and now operates with 65 vehicles covering all of South Eastern Minnesota. Our company is a part of many organizations and its safety record speaks for itself.**
12. MN Special Transportation Service (STS) certification number: **153589**
13. MN Motor Carrier certification number: **153589**

Description of Facilities

R & S Transport corporate headquarters are located at 1725 Highway 14 E. It has 1800 square feet of office space and 10,800 square feet of storage/garage space. We built this facility in 1997 and it has been a good home for our company. If the contract is awarded, we are tentatively planning on constructing another building to accommodate the extra space required.

There are 12 administrative, full time employees in support positions including dispatching, customer service, finance and billing as well as owner manager oversight. There are three full time mechanics that understand motor vehicle maintenance and preventative services.

We are the second largest STS Company in Minnesota and are the 18th largest company of it's kind nationally. We are ready and prepared for this contract.

ACCIDENT HISTORY

Company Name RES TRANSPORT

	2010	2009	2008	2007	2006
Total # of accidents with total damages in excess of \$1,000	1	2	1	3	0
Total # of accidents with property damage in excess of \$1,000	0	1	3	2	0
Total number of accidents with bodily injuries	0	0	1	2	0
Total number of accidents with fatalities	0	0	0	0	0

ACKNOWLEDGEMENT OF ADDENDUMS

The following individual as representative of the bidding party hereby acknowledges receipt of the following Addendums (fill in number if any addendums were issued and received)

Number 1

Number _____

Number _____

Name Sten Shuod

Company R85 Transport

Signed [Signature]



CERTIFICATE OF LIABILITY INSURANCE

OP ID: K9

DATE (MM/DD/YYYY)

12/15/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RJF Agencies, Inc. Eau Claire 4410 Golf Terrace, Suite 202 Eau Claire, WI 54701 Leroy Taggart		715-833-7000 715-552-3658	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: R&STRAN		FAX (A/C, No):
			INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED R & S Transport, Inc. DBA: Kid's On the Go Inc. and R & S Investments Inc 1725 Highway 14 East Rochester, MN 55904			INSURER A: Western National Insurance		
			INSURER B:		
			INSURER C:		
			INSURER D:		
			INSURER E:		
			INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR IWVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	CPP1027904	07/20/10	07/20/11	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
	EACH OCCURRENCE	\$ 1,000,000																		
	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000																		
	MED EXP (Any one person)	\$ 5,000																		
PERSONAL & ADV INJURY	\$ 1,000,000																			
GENERAL AGGREGATE	\$ 2,000,000																			
PRODUCTS - COMP/OP AGG	\$ 2,000,000																			
	\$																			
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp Ded \$5,000		CPP1027441	07/20/10	07/20/11	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$		\$		
	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																		
	BODILY INJURY (Per person)	\$																		
	BODILY INJURY (Per accident)	\$																		
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
	\$																			
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DEDUCTIBLE RETENTION \$ 10,000		UMB1004525	07/20/10	07/20/11	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 1,000,000</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	AGGREGATE	\$ 1,000,000		\$		\$						
	EACH OCCURRENCE	\$ 1,000,000																		
	AGGREGATE	\$ 1,000,000																		
		\$																		
	\$																			
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		WCV1003388	07/20/10	07/20/11	<table border="1"><tr><td><input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 100,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 100,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 500,000</td></tr></table>	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 100,000	E.L. DISEASE - EA EMPLOYEE	\$ 100,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000						
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	E.L. DISEASE - EA EMPLOYEE	\$ 100,000																		
E.L. DISEASE - POLICY LIMIT	\$ 500,000																			
A	Property		CPP1027904	07/20/10	07/20/11															

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: ZIPS Insurance requirements. Autos to be insured:
2000 Orion 1VH2B5D29Y6200187; 2000 Orion 1VH2B5D29Y6200190
2001 Orion 1VH2B5D2316200241; 2001 Orion 1VH2B5D2516200042
2000 Ford 1FDXE45S41HA35740; 2010 Arboc 1GB965A62A1122457

CERTIFICATE HOLDER

City of Rochester, Minnesota
Department of Public Works
Attn: Scott Retzlaff
201 SE 4th Street, Room 108
Rochester, MN 55904

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kristen Schuchert

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CERTIFICATE OF LIABILITY INSURANCE

OP ID: K9

DATE (MM/DD/YYYY)

12/15/10

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PRODUCER
R/JF Agencies, Inc. Eau Claire
4410 Golf Terrace, Suite 202
Eau Claire, WI 54701
Leroy Taggart

715-833-7000

715-552-3658

CONTACT

NAME:

PHONE

(A/C, No, Ext):

E-MAIL

ADDRESS:

PRODUCER

CUSTOMER ID #:

R&STRAN

FAX

(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED
R & S Transport, Inc.
DBA: Kid's On the Go Inc.
and R & S Investments Inc
1725 Highway 14 East
Rochester, MN 55904

INSURER A: Western National Insurance

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CERTIFICATE NUMBER:

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
A	AUTOMOBILE LIABILITY			CPP1027441	07/20/10	07/20/11	GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	UMBRELLA LIAB	X		UMB1004525	07/20/10	07/20/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	EXCESS LIAB	X		WCV1003388	07/20/10	07/20/11	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	CPP1027904	07/20/10	07/20/11	EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$ 1,000,000
A	PROPERTY						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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2000 Ford 1FDXE45S41HA35740; 2010 Arboc 1GB965A62A122457

CERTIFICATE HOLDER

CANCELLATION

MNDOT11

MN Dept of Transportation
395 John Ireland Blvd MS650
St Paul, MN 55155-1899

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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REQUEST FOR COUNCIL ACTION

MEETING 11-16-2010
DATE: 6/

AGENDA SECTION: CONSENT AGENDA		ORIGINATING DEPT: PUBLIC WORKS	ITEM NO. D-22
ITEM	ZIPS DAIL-A-RIDE OPERATIONS	CONTRACT FOR 2011 AND 2012	PREPARED BY: S RETZLAFF <i>wt</i>

Bids were opened on November 3, 2010 for operations of ZIPS Dial-A-Ride. The solicitation called for separate bid prices for 2011 and 2012 based on a per vehicle hour rate. The specifications also provide for 3 annual extensions for a total contract period of 5 years.

Specifications were sent out to 7 prospective bidders with 2 responses. After reviewing bids Staff has determined to award the contract to the lowest bidder: R&S Transport. The following is a summary of the bids received:

	<u>2011</u>	<u>2012</u>
<u>R&S Transport</u>	Hourly \$38.50 Annual \$ 465,850	Hourly \$39.50 Annual \$ 477,950
<u>CAM Transport.</u>	Hourly \$ 41.25 Annual \$ 499,125	Hourly \$ 41.25 Annual \$ 499,125

R&S Transport has proposed a rate of \$38.50 per vehicle hour in 2011 and \$39.50 per vehicle hour in 2012. In addition, R&S Transport has agreed to a shop rate of \$35.00 per hour for major in-house vehicle repairs. The specifications allow for the City to use group and single occupant taxi and vans to supplement or substitute for buses in some instances. Staff has met with R&S Transport, toured their facility, discussed their operations, and believe they are qualified to meet the program requirements.

REQUESTED COUNCIL ACTION

Adopt the prepared resolution awarding the 2011-2012 ZIPS operating contract to R&S Transportation at a per vehicle hour rate of \$38.50 for 2011 and \$39.50 for 2012 as per specifications.

COUNCIL ACTION: Motion by: _____ Second by: _____ to: _____

**INVITATION FOR BIDS
AND
SPECIFICATIONS
FOR
ZIPS DIAL-A-RIDE**

ROCHESTER, MINNESOTA

BIDS DUE 11:00 A.M., Wednesday November 3, 2010

**ROCHESTER DEPARTMENT OF PUBLIC WORKS
TRANSIT AND PARKING DIVISION
201 4TH STREET SE
ROCHESTER, MN 55904**

ADVERTISEMENT FOR BIDS
CITY OF ROCHESTER, MINNESOTA
OPERATION OF ZIPS DIAL-A-RIDE

Notice is hereby given that the City of Rochester, Minnesota will receive bids for the operation of "ZIPS Dial-A-Ride" a door to door paratransit service for persons not able to use regular route bus service. Such bids shall be received at the office of City Clerk at City Hall not later than 11:00 a.m., November 3, 2010.

Immediately following expiration of the time for receiving bids, the City Clerk and two designated City officials will publically open said bids in the City Hall and tabulate them in advance of the Council meeting. The Common Council will consider the bids in the Council/Board Chambers at the Government Center on November 15, 2010 at 7 pm.

Plans, Specifications, and Contract Documents may be examined at the Department of Public Works, 201 4th St. SE Room 108, Rochester, MN 55904, (507) 328-2400 or at the City's website at: <http://www.rochestermn.gov/departments/publicworks/construction/bids/index.asp>

A Pre-Bid Conference will be held at 9 am October 20, 2010 in conference room #104, 201 4th Street SE, City Hall.

Each bid must be sealed and accompanied by a cash deposit, bid bond, cashier's check or a certified check payable to the City of Rochester, Minnesota, for at least 5% of the bid amount. The bond shall be forfeited to the City of Rochester, Minnesota, as liquidated damages if the bidder, upon the letting of the contract shall fail to enter into the contract so let; the Common Council reserving the right to reject any and all bids.

All proposals must be addressed to the: City Clerk, 201 4th Street SE, Room 135, Rochester, Minnesota 55904-3742 and shall have endorsed thereon; "Bid for Operation of ZIPS Dial-A-Ride".

Judy Scherr
City Clerk, City of Rochester, Minnesota

Print: 10/06/2010
10/13/2010
10/27/2010

**2011-2012
ZIPS DIAL-A-RIDE
ROCHESTER, MINNESOTA**

BIDDERS ARE ADVISED THAT EACH PROPOSAL MUST INCLUDE THE FOLLOWING ELEMENTS:

- (1) FORM OF PROPOSAL
- (2) BID GUARANTEE IN THE FORM OF A BOND, CASH, CASHIER CHECK OR CERTIFIED CHECK PAYABLE TO THE CITY OF ROCHESTER IN AN AMOUNT OF FIVE (5) PERCENT OF BID AMOUNT.
- (3) REFERENCE LIST OF SIMILAR CONTRACTS OR SERVICES PERFORMED IN THE LAST 10 YEARS.
- (4) CERTIFICATION REGARDING LOBBYING.
- (5) DESCRIPTION OF ORGANIZATION
- (6) DESCRIPTION OF FACILITIES
- (7) ACCIDENT HISTORY
- (8) ACKNOWLEDGEMENT OF ADDENDUMS

The Following Schedule Has Been Established For the Award Of This Project:

- ✓ ADVERTISEMENTS: 10/06/2010, 10/13/2010, 10/27/2010.
- ✓ Bid Deadline: 11:00 AM, November 3, 2010 in the Office of the City Clerk at the Rochester City Hall.
- ✓ Tentative Date for Bid Award: November 15, 2010.
- ✓ Contract Start Date: 1/2/2011.

For More Information Contact:

Mr. Anthony Knauer
Transportation Division
201 4th Street SE, Room 108
Rochester, MN 55904
Telephone (507)328-2424
E-mail: tknauer@rochestermn.gov

REFERENCE LIST

**PROPOSAL FOR OPERATION OF ZIPS DIAL-A-RIDE
ROCHESTER, MINNESOTA**

PLEASE SUBMIT WITH YOUR BID

Describe similar services or programs your firm has operated within the last 10 years. Include: Dates, Name of Service, Description of Service and the Name and Telephone Number of a Contact Person if this service was contracted.

Name of person completing this form: _____

FORM OF PROPOSAL

PROJECT NUMBER "ZIPS DIAL-A-RIDE TRANSPORTATION SERVICE"

Bidder must fill in unit prices in numerals. Please note that provision has been made for bidding different hourly rates for 2011 and 2012. Award will be based on the total estimated cost for the two years plus consideration of other qualifying criteria. A completed form showing price per hour and totals must be submitted.

SPEC. OR ITEM NO.	ITEM DESCRIPTION UNIT OF MEASURE	APPROXIMATE QUANTITIES	UNIT TOTAL PRICE (Per Veh. Hr.)	TOTAL
2011 ZIPS Service	Vehicle Hours	12,100	\$ _____	\$ _____
2012 ZIPS Service	Vehicle Hours	12,100	\$ _____	\$ _____
			TOTAL	\$ _____

Accompanying this proposal is a cashier's check or a certified check or bidder's bond in the amount of \$ _____, totaling at least five (5%) percent of this bid, which shall serve as a guaranty that should this proposal be accepted by the City of Rochester, the undersigned will enter into a contract with the City of Rochester for the performance of the work at the unit prices stipulated herein within a period of ten (10) days from the date of acceptance of this proposal.

In submitting this bid, it is understood that the right is reserved by the Common Council of the City of Rochester to reject any and all bids and to waive informalities.

Date: _____, 20____

Firm Name: _____

Address: _____

By: _____
(Authorized Agent)

CERTIFICATION REGARDING LOBBYING

49 CFR Part 20

Certification for Contracts, Grants, Loans and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instruction (as amended by "Government wide Guidance for New Restrictions for Lobbying," 61 Fed. Reg. 1413 91/19/96). Note: Language in Paragraph 92) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601 et seq).

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. (NOTE: Pursuant to 31 U.S.C. 1352 @ (1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure).

This Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provision of 31 U.S.C. 3801 et seq. apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

DESCRIPTION OF ORGANIZATION

Complete the following questionnaire regarding your organization. Also attach an organizational chart showing positions, duties and relationships in regards to authority and reporting.

1. Company Name: _____
2. Name of CEO or General Manager: _____
Years of Experience in Transportation Service _____
3. Name of Operations Manager: _____
Years of Experience in Transportation Service _____
4. Name of Lead Dispatcher: _____
Years of Experience in Transportation Service _____
What type of dispatching are you proposing to use? (*circle one*) automated or manual
If your dispatching is automated what program do you use? _____
5. Name of Shop Foreman : _____
Years of Experience in Mechanics _____
List ASE Certifications _____
6. Name of Technician Responsible for Day to Day Maintenance: _____
Years of Experience _____
List of ASE Certifications _____
7. Name of Safety/ Training Person: _____
Years of Experience in Transportation Safety/ Training _____
8. Name of Drug and Alcohol Testing Coordinator: _____
Years of Experience in Drugs and Alcohol Training Procedures _____
9. Name of Drug and Alcohol Testing Service to be contracted with: _____
10. Name of Fleet and Liability Insurance Carrier: _____
Agent Name: _____ Telephone Number _____
11. Include any other statements here about your company you would like that describes or gives a better understanding of management and operating skills.
12. MN Special Transportation Service (STS) certification number: _____
13. MN Motor Carrier certification number: _____

REMEMBER TO ATTACH AN ORGANIZATIONAL CHART.

DESCRIPTION OF FACILITIES

Note: Bidders outside of the Rochester area may not have finalized securing facilities pending the bid results. Bidders are not required to have existing facilities but may be required to show that securing such facilities are in progress or pending. The specifications require garaging of buses.

Provide the address of proposed or existing location for:

Management _____

Dispatching _____

Maintenance _____

Garaging _____

ACCIDENT HISTORY

Company Name _____

	2010	2009	2008	2007	2006
Total # of accidents with total damages in excess of \$1,000	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Total # of accidents with property damage in excess of \$1,000	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Total number of accidents with bodily injuries	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Total number of accidents with fatalities	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

ACKNOWLEDGEMENT OF ADDENDUMS

The following individual as representative of the bidding party hereby acknowledges receipt of the following Addendums (fill in number if any addendums were issued and received)

Number _____

Number _____

Number _____

Name _____

Company _____

Signed _____

**SPECIFICATIONS FOR 2011/2012
ZIPS DIAL-A-RIDE
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I. GENERAL DESCRIPTION

To provide a demand response type transportation service entitled "ZIPS DIAL-A-RIDE" for persons who cannot use the City of Rochester, MN regular route city bus service due to a disability.

A. Service Area

Operator shall provide service within an area including the City of Rochester and four surrounding townships of Haverhill, Cascade, Rochester and Marion, as further shown on Attachment 1.

B. Operating Hours

Service shall commence at 6:00 A.M., January 3, 2011 and extend through December 31, 2012. Operator shall have up to four vehicles available for service between the hours of 6:00 A.M. and 6:00 P.M., Monday through Friday, excluding holidays. At the City's option additional vehicles may be placed into service for periods of peak demand.

One vehicle shall be available for service Monday through Friday evenings from 6:15 P.M. until 10:15 P.M. and on Saturdays from 7:00 A.M. to 7:00 P.M. (evenings and Saturdays may be operated with taxi as described under Section XIV of this specification).

At the direction of the City the number of vehicles assigned on any one day and or operating hours may be increased or decreased. The operator's invoice shall reflect such changes. **Estimated annual vehicle hours for 2011 and 2012 are 12,100.**

C. Definition of Eligible Users

Operator shall provide service for a specified fare to individuals certified as eligible by the City. The City shall certify such individual as eligible. Such individual shall be certified according to criteria as described in Attachment 2. Said criteria may be changed from time to time by the City.

II. EQUIPMENT

The operator will be provided the following equipment:

<u>UNIT NO.</u>	<u>YEAR</u>	<u>MODEL</u>	<u>MILES AS OF 7/01/10</u>	
6	2000	Orion II	337,903	5.9 Cummins diesel
7	2000	Orion II	336,800	5.9 Cummins diesel
D6	2001	Eldorado 240	183,853	Ford V10 Triton Gas
8	2001	Orion II	311,993	5.9 Cummins diesel
9	2001	Orion II	309,815	5.9 Cummins diesel
10	2010	Arboc	0	DuraMax diesel

It is anticipated that in addition to what is listed above that two new replacement buses will be purchased during the term of the contract.

The newer buses will be available for daily use. Older buses will be used for spares.

The operator shall ensure the above vehicles are in conformance with Minnesota State Laws governing such service and equipment.

The operator shall also provide the following radio/communications equipment: Two-way radios providing direct communication between dispatch to vehicles and vehicle to vehicle. Dispatch to vehicle systems (e.g. taxis) may be acceptable as determined by the City. (Citizen Band radios will not be permitted).

During the term of this contract, the City may install an 800 MHz radio system at the City's expense. The City would require the removal of the operator's radio system prior to installation.

The operator shall provide the following additional equipment and facilities.

- 1.) The operator shall provide all maintenance and garage facilities necessary for the shelter and maintenance of vehicles. City owned vehicles shall be stored indoors when not in service. The operator shall provide all tools and supplies necessary for routine maintenance and cleaning.

III. OPERATING REQUIREMENTS

A. Personnel

The operator shall employ qualified drivers sufficient in number to operate the service for the hours contracted. Drivers shall meet all applicable State and Federal requirements. Drivers shall be instructed by the operator to insure proper attitude, courtesy and safety in transporting passengers. Drivers shall be familiar with the operation of vehicles and the geographical area served.

Drivers shall wear uniforms and name badges. The operator shall be responsible for outfitting drivers with uniforms and name badges.

The operator shall provide copies of the following documents within 30 days of the award of this contract:

Personal Policy Manual

Personnel training program covering; driving, safety, passenger assistance and relations, abuse prevention and dispatching procedures within 30 days of award of the contract.

Drug and Alcohol Policy and Testing Program

B. Drivers Wages and Benefits

The contractors shall comply with the Federal Fair Labor Standards. The contractor shall pay the following minimum wage rates to full and part-time drivers assigned to ZIPS during the term of the contract:

Minimum Hourly Wage

<u>ZIPS DRIVING HOURS</u>	<u>2011-2012</u>
1 st 6 Months	\$12.10
6 Months to 2000 Hours	12.85
2001 to 3999 Hours	13.26
4000 to 5999 Hours	13.86
6000 to 7,999 Hours	14.55
8000 Hours and Over	15.34

The contractor shall provide at a minimum, the following employee benefits for full time drivers:

- * 40 hours vacation after 1 year service
- * 80 hours vacation after 2 years service
- * 120 hours vacation after 5 years service
- * 40 hours sick leave per year

The contractor shall offer at a minimum the following health/medical benefits for full-time drivers:

- * Medical insurance coverage including hospitalization with a maximum annual deductible of \$350.00. The contractor shall provide a minimum of up to 50% of the premium cost of such coverage.

C. Maintenance

Operator shall require a documented daily inspection of vehicles including cleanliness and mechanical condition using Attachment 3 and Attachment 4 to this

specification. Inspection procedures and forms shall be reviewed from time to time to ensure compliance with applicable State and federal laws and regulations.

The Operator shall maintain all vehicles including tune ups, filter replacement, oil, lubricants and anti-freeze as specified by vehicle manufacturer and warranty provisions. The cost of such maintenance shall be included in the bid rate. The operator shall follow FTA preventative maintenance guidelines.

The operator shall within 30 days of contract award prepare and submit a plan specifying;

- Intervals and procedures for inspection, cleaning and maintenance of each model bus.
- Procedures for reporting defects and repairs.
- Procedures for major repairs and warranty claims processing.
- Key personnel that the City may contact regarding maintenance matters.

The operator shall notify the City of any changes to the maintenance plan in writing. The operator shall provide minor repairs including tires on the publicly owned vehicles provided. Minor repairs are defined as \$500 or less in cost. Operator shall cover up to \$500 per incident on all major repairs. The City's payment for major repairs not covered under the vehicle warranty will be based on the following:

Parts installed by the operator will be calculated based on cost plus 10% handling. This does not include labor performed by or parts installed by another vendor or garage. Labor for major repairs shall be calculated based on actual man-hours multiplied by the following shop rates.

For years 2011-2012 - \$35.00

The above shop rate shall be adjusted for following years based on the Consumer Price Index (CPI) for the prior 12 month period for the Minneapolis/ St Paul area as published by the US Department of Labor's Bureau of Labor Standards and found here:

http://www.bls.gov/eag/eag.mn_minneapolis_msa.htm#eag_mn_minneapolis_msa2.f.1

The company shall submit a written estimate for major repairs over \$500 to the City prior to work itemizing the cost of parts and labor.

The City shall make a determination whether to proceed (and in what manner) within one workday of receiving the estimate.

The Company shall on a monthly basis provide a summary of all maintenance and repairs performed on vehicle including, repair order number, date and miles as time of repair, description of work, labor hours, labor costs, parts costs, quantity of lubricants and total costs.

On all invoicing to the City, the Operator must include a copy of the original invoice of the part being placed on the vehicle.

Operator shall keep the exterior and interior of vehicles in as clean appearance as possible.

D. Telephone

The operator shall retain the current ZIPS telephone number (507) 288-8404. Costs of transferring and connecting telephone service shall be the responsibility of the operator.

Operator shall incur all costs in maintaining an exclusive ZIPS telephone number. Telephone answering and dispatching services shall be available during all hours the service is in operation at a minimum.

The Operator shall adhere to all Americans with Disability Act requirements pertaining to equal access to service.

E. Marketing and Public Relations

Operator shall maintain the name of the service visibly displayed on the side of each City owned vehicle that is in service.

F. Insurance Requirements

The operator shall provide a certificate of insurance attesting to the following the coverage as required under this section prior to commencement of any work. Each policy must contain a 10 day notice of cancellation, non-renewal, or material change to all named and additionally insured.

Commercial Vehicle Insurance

The contractor's hourly rate shall include the cost of liability, comprehensive and collision coverage for City owned vehicles. The policy shall meet the requirements of this section as stated below.

Operator Provided Vehicle Insurance

The contractor's provided insurance shall meet the following minimums.

- Company agrees to procure at its expense a general liability insurance policy covering vehicles used for the purpose of performing services under this

agreement naming the City and State of Minnesota as additional insured. Such policy shall provide liability coverage in the amounts of at least \$1,000,000 per occurrence Combined Single limit for Bodily Injury and Property Damage.

- The insurance company shall have an "AM BEST" rating of A- (minus) or better in the category of "Financial Strength Rating for Insurers", have a Financial Size Category (FSC) VII or better and must be authorized to do business in the State of Minnesota. Their website, with descriptions, is found at: <http://www.ambest.com/ratings/guide.asp>
- Comprehensive and collision coverage for the City owned vehicles shall also be purchased by the contractor. Coverage may include a maximum deductible of \$5,000 which shall be the responsibility of the contractor. Any insurance payments for claims and settlements shall be reported and remitted to the City.
- Requirements for comprehensive and collision coverage of publicly owned vehicles are further defined below:

VEHICLE	YR.	QTY.	2011 Physical Damage Coverage Per Unit	2012 Physical Damage Coverage Per Unit
Arboc	2010	1	\$158,000	\$142,000
Orion II	2000	2	\$ 26,250	\$ 20,000
Orion II	2001	2	\$ 32,000	\$ 26,250
Eldorado	2001	1	\$5,000	\$5,000

It is anticipated that two (2) new buses will be purchased over the life of the contract. At that time the City shall negotiate a rate adjustment with the operator based on the actual cost of the additional comprehensive/ collision coverage divided by the estimated annual hours of the contract. Adjustments will also be made for retirement of any vehicles from service.

The City reserves the right to replace the above vehicles at which time the contractor will be required to adjust the bid rate based on the actual cost of the comprehensive/ collision coverage divided by the estimated annual hours.

Workers Compensation Insurance

The operator shall provide workers compensation insurance for all employees in accordance with statutory requirements of the State of Minnesota, including Coverage B, Employers Liability, at limits not less than \$100,000 bodily injury by disease per employee; \$500,000 bodily injury by disease aggregate; and \$100,000 bodily injury by accident.

G. Independent Contractor

It is expressly understood and agreed that Company is an independent contractor for purposes of this agreement and all persons employed by Company in the performance of any work or services required or provided in this agreement shall not be considered employees of the City for any purpose whatsoever, including but not limited to, Worker's Compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit, and any and all such claims and any claims of whatsoever nature made by the third parties as a consequence of an act or mission on the part of Company or its employees and agents while engaged in any work or services to be provided under this agreement, shall in no way be the obligation or responsibility of City and Company agrees to defend, indemnify, save and hold harmless City from any and all such claims.

H. STS Certification

The Company shall be certified as a Special Transportation Service (STS) provider in the State of Minnesota at the time this contract is awarded.

IV. APPLICATION FOR CERTIFICATION OF USERS

The Operator shall have applications for service available on all vehicles at all times. Application blanks will be provided by the City. The City will process all applications, certifying individuals as eligible for service. The City will issue identification numbers certifying users as eligible. The operator shall, if requested by the individual, act as agent for the City in collecting applications and transmitting them to the City.

V. REVENUES AND FARES

The City shall provide operator with passes for resale. The operator, as agent for the City, will sell multiple ride passes to individual possessing valid identification number issued by the City. Such passes shall be punched appropriately for each ride. The operator shall NOT accept cash fares on a single ride basis.

Outstanding passes, those received by the operator from the City, shall be subtracted from the operator's monthly invoice at face value.

The City reserves the right to change the fares of the service as needed.

VI. OPERATING PERFORMANCE AND POLICIES

The City reserves the right to modify the following operating policies as needed after consultation with the operator.

A. Trip Reservation Procedure. Users shall be encouraged to provide "day before" advance notice for request for service. The Company shall honor requests for service made less than "the day before" in advance as the schedule permits, dependent on schedule openings and cancellations.

B. Trip Subscription Procedures. In some instances such as daily employment trips it may be an efficiency to allow a standing order for service at a prescribed time and day. In such instances daily advanced notice by users may be waived. Such users would call in only for cancellation.

C. Routing. Operator shall design the most cost efficient routes for each day and/or trip by considering the origin and destination of each customer with a reservation for that day.

D. System Capacity Limitations. All requests shall be met with constraints of available capacity in terms of seating and scheduling. Individuals denied service due to capacity constraints will be offered an alternative time or referenced to other available services.

E. Driver Assistance. The driver shall provide door to door assistance to those passengers requiring it.

F. Personal Care Assistants (PCA's). Assistants of passengers who have indicated such need in their application shall ride without charge.

G. In Vehicle Travel Time. It is the City's operating policy that in vehicle travel time for any passenger within the Urban Zone (per Attachment I.) shall not exceed 45 minutes. In vehicle travel time for passengers within the four surrounding townships shall not exceed 60 minutes.

H. Vehicle and Passenger Waiting Policy. Operator shall be allowed a 20 minute "time window" for each stop (e.g. if pick up time is 8:00 A.M. the bus may arrive between 7:50 A.M. and 8:10 A.M.).

I. Cancellations and No Show Policy. Users shall be required to provide one hour notice of cancellation of requests.

The Company shall keep a record of "no shows". Such records shall list individuals name and date of "no show", two "no shows" within a 30 day period will result in a letter from the operator explaining the inconvenience caused to the company and other users. A third incident of "no show" may result in suspension of service to user. The operator with the concurrence of the City shall notify the users of such suspension by letter. All correspondence between the Company and any riders shall be copied to the City.

J. Route Changes and Side Trips. Once a route or routes have been established for an operating day, the driver shall not change the route(s) without approval of dispatch. Passengers requesting side trips that have not been scheduled (e.g. making a special stop on the way home) shall pay an additional fare when reboarding the bus. Requests for waiting

during such stops shall not exceed 15 minutes. The accommodation of such requests shall be permitted as schedule permits.

NOTE: The operator shall also comply with "Operating Policies and Guidelines for ZIPS Dial-A-Ride" dated June 1, 2008 which is, by reference, incorporated into this specification. Such policies shall be revised from time to time as needed by the City.

K. Reporting of Incidents and Accidents. All incidents and accidents shall be reported to the City within 48 hours. Situations involving physical injury or major damage disabling a vehicle shall be reported to the City as soon as possible. Attachment "5" provides a form for the written report.

VII. DATA REPORTING REQUIREMENTS

Operator shall provide the following data on a monthly basis:

- * Total number of miles by vehicle by day.
- * Total number of all passengers by vehicle by day.
- * Total number of passengers in wheelchairs by vehicle by day.
- * Total number of hours by vehicle by day.
- * Total number of hours.
- * Total number of requests denied & reason for request denied
- * Total gallons of fuel used per vehicle.
- * Total quarts of oil used per vehicle.
- * Total number of miles by vehicle for month.
- * A summary of all maintenance & repair per vehicle.
- * Copies of invoices of maintenance completed or parts placed on vehicles
- * Other reports as requested by the City.

VIII. MONTHLY INVOICING REQUIREMENTS AND PAYMENT

The operator shall provide an invoice for each month of operation. Payment due operator shall be based on hourly rate bid times the number of hours of service provided, and expenses for major repairs as defined under "Section III – Part C" of this specification. Hours of service provided shall not exceed those possible as defined under "Hours of Operation". The number of passes received by operator from City shall be indicated on the invoice. The face value of such passes shall be deducted from payment due.

IX. METHOD OF MEASUREMENT

Dial-A-Ride transportation service provided shall be measured on an hourly basis (e.g. service provided for one day with 2 vehicles shall be considered 24 vehicle hours, 2 vehicles x 12 hours a day). This is in consideration of providing a standby driver or drivers, and other supplemental service.

X. BASIS OF PAYMENT

The contractor shall invoice the City per Section VIII. for service hours times the bid rate plus major repairs less any passes received by the operator within 10 days of the end of each month.

On approval of the Department of Public Works and Finance Department, the City may pay the company a progress payment on the preceding month's invoice. Such payment shall be paid the first working day after the end of the month and up to a maximum amount of \$15,000. Such payment shall be deducted from the previous months invoice.

Payment for providing Dial-A-Ride Transportation Service at the hourly rate bid shall be for a two-year period from January 2, 2011 through December 31, 2012.

XI TERM OF CONTRACT

The term of this contract shall be for a two year period from January 2, 2011 through December 31, 2012.

This contract may be extended on an annual basis thereafter for up to three additional years based on a negotiated rate mutually agreed upon between the City and Contractor.

The increase in such rate shall not exceed the Consumer Price Index (CPI) for the prior 12 month period for the Minneapolis/ St Paul area as published by the U.S. Department of Labor's Bureau of Labor Standards found at:

http://www.bls.gov/eag/eag.mn_minneapolis_msa.htm#eag_mn_minneapolis_msa2.f.1

XII TERMINATION

City may terminate this agreement at any time if in its sole discretion after consultation with Company it is determined that Company has not complied with the terms and conditions of this agreement. Upon such termination payments will be made to Company for services provided through date of termination. The Company agrees that upon completion of audit and demand of City, Company shall return any funds paid Company as indicated by audit.

The City by written notice may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Company shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

This project and any subsequent contracts for service are contingent upon the City receiving financial assistance from Olmsted County, the State of Minnesota and U.S. Department of Transportation. This agreement shall automatically terminate without further act of either party, (a) if such contract for County, State or Federal assistance is not entered into, or; (b) if entered into, such contract is prematurely terminated by the County, State or Federal government.

XIII. OPTION FOR GROUPED TAXI AND / OR VAN RIDES

The City, at its option, may authorize the use of grouped taxi and/ or van rides. Payment for group taxi rides shall not exceed the usual taxi rates as approved by the City of Rochester. Payment for van services shall be reimbursed by a negotiated per vehicle hour rate. Such rate shall be considered full payment including use of equipment, fuel, vehicle maintenance and repair, insurance, dispatching and administration.

Authorization for such rides will be made by the Rochester Department of Public Works.

Any changes in route pick up locations or fees shall require prior approval of the City.

Contractor shall include in its monthly invoice a statistical report of grouped taxi rides for the month including the number of minutes, miles, trips and passenger names and number of per trip.

NOTE: If the contractor does not provide taxi service as part of their usual services, the City will make arrangements for such services with a taxi company after consultation with the contractor.

Passengers will be required to use their regular ZIPS tickets on the basis of one punch per one way ride.

All operating policies and standards per this specification as appropriate shall apply to group taxi service.

XIV. OPTION FOR "ON CALL" TAXI RIDES

The City at its option may also contract for on-call taxi service in lieu of ZIPS bus service. Payment for such services shall not exceed the usual metered taxi rates regardless of the number of passengers carried during the course of a trip.

Contractor shall select the shortest possible route and group such request for service in the most economical route. Metered charges shall commence after boarding of the first passenger and end upon the arrival at the last destination.

Such service shall be available to all persons certified as eligible for dial-a-ride service by the City.

Contractor shall include in its monthly invoice a statistical report of all on-call taxi rides provided for the month including the number of trips, names of individuals served, pick up and destination points and number of miles and minutes of each trip.

Passengers shall be required to use a ZIPS ticket as may be issued for such services on the basis of one punch per one way ride.

The City reserves the right to limit the service area for this service. All operating policies and standards per this specification as appropriate shall apply.

XV. ADVERTISING CONTRACTS AND REVENUES

Contractor agrees to provide access to advertising vendors under contract to the City for purpose of installing and maintaining advertising signs on the exterior and interior of City owned vehicles. Revenues from such advertising shall be paid from vendors to the City.

XVI. BID PROTEST PROCEDURES

A. Protest To City

Any protest or objection to the Conditions and Specifications will be submitted for resolution to the City. Each protest must be made in writing and supported by sufficient information to enable the protest to be considered. A protest or objection will not be considered by the City if it is insufficiently supported or if is not received within the specified time limits.

All protests based upon restrictive specification, alleged improprieties, or similar situations prior to bid opening must be submitted to the City no later than five (5) calendar day prior to the specified bid opening date.

Protests arising after the opening of proposals based upon grounds that were known or should have been known will be submitted to the City within seven (7) days after notification of the apparent low responsive and responsible bidder.

B. Protest Bond

Any offeror wishing to protest the awarding of a contract by the City to the apparent most responsive and responsible bidder will be required to furnish, at its own expense, a protest bond equal in amount to the tenth of a percent (.1%) of the total value of the project before the City will consider the protest. This protest bond will serve as a guarantee the Offeror of the validity and accuracy of the protest. Failure to provide this bond may result in the City denying the Offeror's protest. If the City denies the Offeror's protest, the City will use the bond to cover any and all costs and damages incurred by the City because of delay in the procurement.

The protest bond will be either a cashier's check or certified check make payable to the City of Rochester.

C. Protest to FTA

Bidders may also protest a bid decision to Federal Transit Administration (FTA). FTA will only review protests regarding the alleged failure of the local government to have written protest procedures or alleged failure to follow such procedures.

Protestors shall file protest with the FTA not later than five days after a final decision is rendered under the City's protest procedure. In instances where the protestor alleges that the City failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five days after the protestor knew or should have known of the City's failure to render a final determination on the protest.

The City shall not award a contract for a minimum of five days following its decision on bid protest. After five days, the City shall confirm with FTA that FTA had not received a protest on the contract in question.

Protests to FTA should be filed at the following address with a copy sent to the local government agency:

Regional Administrator
FTA Region 5
200 West Adams Street, Suite 320
Chicago, Illinois 60606

The protest filed with FTA shall:

1. Include the name and address of the protestor.
2. Identify the grantee, project number and the number of the contract solicitation.
3. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures and be fully supported to the extent possible.
4. Include a copy of the local protest filed with the City and a copy of the City's decision, if any.

FTA shall notify the City in a timely manner of the receipt of the protest. FTA shall instruct the City to notify the contractor of the protest if award has been made or, if no award has been made, to notify all interested parties. The City shall instruct all who receive such notice that they may communicate further directly with FTA.

XVII. DISPUTES

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disputed by agreement shall be decided by the Contract Administrator who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the Contractor.

The decision of the Contract Administrator shall be final, unless determined by a court of competent jurisdiction to have been fraudulent or capricious, or arbitrary or so grossly erroneous as necessarily to imply bad faith or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final

decision of a dispute hereunder, the contractor shall proceed diligently with the performance of the Contract and in accordance with the Contract Administrator's decision.

This clause does not preclude consideration of law questions in connection with decision provided for in this clause, provided that nothing in this contract shall be construed as making final the decision of any administration official, representative or board on a question of law.

XVIII. FINAL PAYMENT

An amount equivalent to ten (10%) percent of the total amount payable to Company based on the last invoice for the contract period, under the terms of this agreement, shall be withheld pending an audit by the City of Rochester and/or by the Department of Transportation of Company's financial books and records. The final payment shall be adjusted according to the results of the audit. If the audit determined that Company has been overpaid, Company agrees to refund on demand such overpayment.

XIX. RECORDS AND AUDIT

Company shall maintain such business and accounting records including, but not limited to, time records for employees and records of repairs made to vehicles on a per vehicle basis, as are customary, for similar businesses in accordance with generally accepted account practices. Company shall also maintain records of ridership. Company shall permit authorized personnel of City, State and Federal government to have access to Company records at reasonable times for audit purposes. The records required herein shall not be destroyed for a period of five (5) years after termination of this agreement.

XX. BASIS OF AWARD

Award shall be base on the lowest total bid price and determined ability, experience, safety record, and qualifications of the bidder based on an examination of the information provided with the proposal. The City shall verify such information provided including references and past experience. The City reserves the right to reject any and all bids.

ZIP SERVICE AREA

75TH ST NW/NE

65TH ST NW

55TH ST NW

18TH AVE NW

HWY 63

41ST ST NW

HWY 52

19TH ST NW

2ND ST SW

WEST CIRCLE DRIVE

VIOLA RD

EAST CIRCLE DR NE

HWY 14

MARION RD SE

50TH AVE SE

11TH AVE SE

40TH ST SW

60TH ST SW/SE

60TH AVE SW/NW

80TH AVE NE/SE

REVISED 7/01

ATTACHMENT 2 ZIPS ELIGIBILITY

ZIPS DIAL-A-RIDE

1. INTRODUCTION

The Zumbro Independent Passenger Service (ZIPS) is a door to door public transportation system for persons who cannot use regular Rochester City Lines bus service due to physical and/or mental disability. All vehicles are wheelchair accessible. The service is administered by the City of Rochester, Department of Public Works, Transportation Division. Operation of the service including dispatch, routing, personnel and vehicle maintenance is provided by private operators under contract with the City.

Questions and comments about the service should be directed to the address below:

Department of Public Works
Transportation Division
201 4th Street SE, Room 108
Rochester, MN 55904
Telephone (507) 328-2400
TDD # 328-2900

2. ELIGIBILITY

ZIPS Dial-A-Ride is for persons who cannot use regular Rochester City Lines buses for one or more of the following reasons:

1. Wheelchair – Persons confined to a wheelchair except for those persons whose body position in the wheelchair exceeds a 45-degree angle from the vertical back position.
2. Semi-Ambulatory/Ambulatory – Persons who experience substantial problems in using regular route mass transit due to physical or mental problems such as getting to the bus stop, climbing bus steps, or maneuvering inside the bus and other.

Once a need, based on one of the above criteria is made, a determination will be made if the condition is:

- A. Permanent – permanently disabled, unable to be trained to use regular route.
- B. Seasonal/Conditional – for persons needing door-to-door service during winter conditions or under other special conditions.
- C. Temporary – for persons needing service until condition changes or are trained to use regular route.

2.2 Exclusions

1. Any person whereby there is a foreseeable need for medical attention during the course of the trip.
2. Any person with a contagious disease.
- * 3. Persons requiring external life support equipment.
- * Persons who normally use personal oxygen supply or similar type of equipment which is carried by the passenger or attached to the wheelchair would be considered eligible. ZIPS reserve the right to refuse service due to certain types of equipment which may affect the access, safety or comfort of other passengers.

2.3 Temporary Disability

ZIPS Dial-A-Ride is for persons with a permanent disability. A person with a temporary disability (expected to last less than six months) is not eligible for service.

2.4 Application Procedures

In order to use ZIPS service all individuals must have submitted an application and physicians certification, be certified as eligible and issued an identification number. The steps for applying are as follows:

1. Obtain an application and physician's certification form (provided by ZIPS). Forms are available at through our Operator, the Rochester City Hall/City Clerk's Office, by mail or fax by calling (507) 398-2900., and at www.RochesterBus.com.
2. Complete the application. A physician MUST complete and sign the Physician Certification form.
3. Mail the completed forms to the Department of Public Works, Transportation Division, 201 4th Street S.E., Room 108, Rochester, MN 55904.

NOTE: Eligibility shall not be automatic based on Physician's Certification. Further information may also be required.

2.5 Review, Approval and Challenge

1. Application and any other required information will be submitted to the Department of Public Works (DPW) which shall make a review and determination. The DPW may also require additional information if needed. A determination will normally be made within 10 working days of

receiving the application.

A determination of "not approved" will be made in writing explaining why the client was rejected and what their options are. The letter of rejection will include a list of agencies that applicant could contact for assistance in challenging the determination.

2. The application may challenge the determination made under #1 by contacting the DPW and requesting reconsideration, providing new or additional information or references as needed. The DPW will issue a second determination. This second determination will normally be made within 10 working days of receiving the request and any additional information required.
3. If the second determination made under #2 is negative (the person is found not eligible) DPW will advise the applicant that they may appeal the decision to the Citizens Advisory on Transit (or an Advisory Subcommittee). If the applicant indicated they want to appeal, DPW will submit the application and information available to the Eligibility Review Committee and notify the applicant of the meeting date. A physician may be requested to appear before the Committee on the applicant's behalf in support of the applicant.

NOTE: The letter of negative determination will also provide a list of agencies that will assist the individual in challenging the findings. Under "Review Approval and Challenge" Step 2 may help to speed the process where in some cases the applicant may have just omitted pertinent information.

2.6 Eligibility Review Committee

The "Eligibility Review Committee" consists of a minimum of any three members of the Citizens Advisory on Transit.

ATTACHEMENT 3. DRIVER'S DAILY INSPECTION CHECKLIST

BOUND EDGE

BUS DRIVER'S VEHICLE INSPECTION REPORT

COMPANY _____ BUS NO. _____

ODOMETER READING _____

END MILEAGE: _____ DATE: _____

START MILEAGE: _____ TIME: _____ ☐ AM ☐ PM

TOTAL MILEAGE _____ LOCATION: _____

INSPECT ITEMS LISTED - IF DEFECTIVE, NUMBER AND DESCRIBE IN "REMARKS"

- | | |
|--|--|
| ___ FLUID LEAKS UNDER BUS | ___ EMERGENCY DOOR & BUZZER |
| ___ LOOSE WIRES, HOSE CONNECTIONS OR | ___ HEADLIGHTS, FLASHERS, TURN FLASHERS |
| ___ BELTS IN ENGINE COMPARTMENT | ___ RIGHT FRONT TIRE & WHEEL |
| ___ OIL LEVEL | ___ FRONT OF BUS - WINDSHIELD |
| ___ RADIATOR COOLANT LEVEL | ___ LEFT FRONT TIRE & WHEEL |
| ___ BATTERY | ___ STOP ARM (SCHOOL BUS) |
| ___ TRANSMISSION | ___ EXHAUST SYSTEM |
| ___ UNUSUAL ENGINE NOISE | ___ LEFT SIDE OF BUS - WINDOWS & LIGHTS |
| ___ GAUGES & WARNING LIGHTS | ___ REAR TIRE & WHEEL |
| ___ SWITCHES | ___ REAR OF BUS - WINDSHIELD LIGHTS |
| ___ HORN | ___ TAIL LIGHTS |
| ___ FANS & DEFROSTERS | ___ REAR TIRE & WHEELS |
| ___ WIPERS & WASHERS | ___ RIGHT SIDE OF BUS - WINDOWS & LIGHTS |
| ___ STOP ARM CONTROL (WARNING CONTROL) | ___ DRIVER'S SEAT AND BELT |
| ___ INSIDE & OUTSIDE MIRRORS | ___ ADDITIONAL LIGHTS |
| ___ BRAKE PEDAL & WARNING LIGHT | ___ PARKING BRAKE OR SERVICE BRAKE |
| ___ OPERATION OF SERVICE DOOR | ___ CLUTCH |
| ___ EMERGENCY EXIT | ___ STEERING |
| ___ FIRST AID KIT | ___ WHEELCHAIR LIFT |
| ___ ENTRANCE STEPS | |
| ___ CLEANLINESS - INTERIOR | |
| ___ CONDITION OF TIRE | |

REMARKS

CONDITION OF ABOVE VEHICLE IS: ☐ SATISFACTORY ☐ UNSATISFACTORY

DRIVER'S SIGNATURE: _____

- ☐ ABOVE DEFECTS CORRECTED
☐ ABOVE DEFECTS NEED NOT BE CORRECTED FOR SAFE OPERATION OF VEHICLE

MECHANIC'S SIGNATURE: _____ DATE: _____

DRIVER REVIEWING REPAIRS: SIGNATURE: _____ DATE: _____

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 Neenah, WI • USA • (800) 327-6868 • www.jjkeller.com

ORIGINAL

(4/05)

ATTACHMENT 4. DRIVER'S VEHICLE DEFECT REPORT

DRIVER'S VEHICLE DEFECT REPORT

Project _____

Vehicle Make/Type _____

Vehicle # _____

Vehicle Year _____

Date	Odometer Reading	Description of Defect	Driver

INSTRUCTIONS: The driver will describe any defect which occur during the day's operation and advise the maintenance manager. This form should be returned to the vehicle following the needed repairs.

ATTACHMENT 5. ACCIDENT/ INCIDENT REPORT
PAGE 1 OF 2

ZIPS DIAL-A-RIDE ACCIDENT/ INCIDENT REPORT

NOTE: THIS REPORT MUST BE COMPLETED FOR ANY INCIDENT OR ACCIDENT INVOLVING PROPERTY DAMAGE, PERSONAL INJURY OR CONFRONTATION WITH OR BETWEEN PASSENGERS.

1. NAME OF REPORTER: _____

2. POSITION: _____ 3. BUS # _____

4. DATE OF ACCIDENT OR INCIDENT: _____ 5. TIME: _____

6. CHECK APPROPRIATE SITUATION:

VEHICULAR ACCIDENT _____ PROPERTY DAMAGE INVOLVED _____

INCIDENT	INJURY INVOLVED
1.
2.
3.
4.
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7. WAS A REPORT FILED WITH THE POLICE? YES NO

8. DESCRIBE ACCIDENT OR INCIDENT: (USE BACK OF FORM IF NEEDED)

9. LIST NAMES OF INDIVIDUALS INJURED: (USE BACK OF FORM IF NEEDED)

NAME

APPARENT INJURY

10. DESCRIBE PROPERTY DAMAGE: (ATTACH DIAGRAM OF BUS INDICATING DAMAGED AREAS)

11. _____
SIGNATURE

12. _____
DATE

THIS REPORT IS TO BE SUBMITTED TO YOUR SUPERVISOR WITHIN 24
HOURS OF THE OCCURRENCE. DPS 11/93

[illegible][illegible]

ATTACHMENT 6

CITY OF ROCHESTER, MINNESOTA GENERAL REQUIREMENTS & CONVENANTS OF THE SPECIFICATIONS FOR PUBLIC IMPROVEMENTS

SECTION I SCOPE

1.01 Scope

The contract stipulations that follow are general in scope and may refer to conditions, which will not be encountered on the work covered by the Contract. Any provision of these general requirements which pertains to a nonexistent condition and is not applicable to the work to be performed hereunder, or which conflicts with any provisions of the Special Provisions or with any special instructions to bidders shall have no meaning in the contract and shall be disregarded.

SECTION II DESIGNATION OF PARTIES

- 2.01 "Owner" or "City" shall mean the City of Rochester, Olmsted County, Minnesota acting through its engineering department or engineers otherwise employed or delegated by the Owner for this work.
- 2.02 "Engineer" refers to the City Engineer of the City of Rochester, Minnesota or his delegated and authorized representative on the work, such agents acting within the scope of the particular duties entrusted to them in each case.
- 2.03 "Bidder" any individual, partnership or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.
- 2.04 "Contractor" shall mean the corporation, company, partnership, firm or individual, named designated in the contract documents as "Bidder" and to whom the work covered by this contract, may be awarded and who entered into this contract for the performance of the work covered thereby, and its, his or their duly authorized agents or other legal representatives.

SECTION III DEFINITIONS & TERMS

3.01 Definition of Terms

a. Amount of Contract

For the purpose of awarding the contract and determining the amount of the bond, the contract amount shall be the total amount of the bid in case of a lump sum bid or sum of the products of the estimated quantities multiplied by the unit prices shown in the proposal.

b. Calendar Day

Unless otherwise designated calendar day means every day shown on the calendar.

c. Contract

The written agreement valid in form, between the Owner and the successful Bidder, covering the performance of the work, furnishing the labor, materials, tools, and equipment for the proposed construction. The contract shall include the notice to contractors, proposal, specifications, and special provisions and contract bonds; also any and all supplemental agreement required to complete the work in a substantial and acceptable manner.

The contract documents are complementary and what is called for by one shall be as binding as if called for by all. In case of conflict between plans, specifications, special provisions and general requirements the order of governing power shall be: 1.) Special Provisions; 2.) Specifications and; 3.) General Requirements and Covenants.

d. Contract Bond and/or Performance Bond

The approved form of security furnished by the Contractor and his surety, as required in the contract. It shall be conditioned that such persons or persons who enter into contract with Owner shall faithfully perform all provisions of the contract and complete the work in strict accordance used in the work.

e. Holidays

In the State of Minnesota, legal Holidays occur on:

New Years Day	January 1 st
Memorial Day	Last Monday of May
Independence Day	July 4 th
Labor Day	First Monday of September.
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25 th

f. "Or Equal" Clause

Whenever in any section of the contract document, plans or specifications, any article, material or equipment is defined by describing a proprietary product, or by using the name of manufacturer or vendor, the term or "approved equal" if not inserted, shall be implied.

The specified article, material, or equipment mentioned shall be understood as indicating the type, function, minimum standard or design, efficiency and quality desired and shall not be construed in such a manner as to exclude manufactured products of comparable equality, design and efficiency. The Engineer shall determine the acceptability of articles, materials, or equipment proposed "as equal".

g. Proposal

The written offer or copy thereof, of the bidder to perform the work proposed.

h. Proposed Guarantee, Bid Bond

Cash, Bid Bond, Cashier's Check, or Certified Check accompanying the proposal submitted by the bidder as a guarantee that the company will enter into contract with the Owner for performance of the work if the contract is awarded to company.

i. Special Provisions

The Special Provisions are contract requirements peculiar to the project and which are not otherwise thoroughly or satisfactorily detailed and set forth in the Standard Specifications.

j. Specifications

The directions and requirements of the Standard Specifications as contained herein, as supplemented by such special provisions as may be provided pertaining to the manner of performing the work or the quantities and quality of materials to be furnished under the contract.

k. Supplemental Agreements

A written agreement executed by the Engineer and Contractor covering any alternations and additional work necessary to the project. Such supplemental agreement becomes a part of the Contract when approved and properly executed.

l. Surety

The sureties or surety company responsible for the Bidder's acts in the execution of the contract, or which is bound with and for the Contractor to ensure performance of the Contractor.

m. Work

Work shall be understood to mean furnishing a combination of all labor, materials,

equipment and other incidentals for the contract item or items involved, including all amendments or extension thereto made by contract change order or written orders of the Engineer or such assistants as are authorized to represent him, necessary or convenient to the successful completion of the project and the carrying out of all the duties and obligations imposed by the contract, and any amendments.

- n. Whenever in these Contract documents the words "As Ordered", "As Directed", "As Required", "As Permitted", "As Allowed", or words or phrases of like import are used, it shall be understood that the order import are used, it shall be understood that the order, direction, requirement, permission, or allowance of the Owner and Engineer is intended.
- o. Similarly the "Approved", "Reasonable", "Suitable", "Acceptable", "Property", "Satisfactory" or work of like effect and import, unless otherwise particularly specified therein, shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgment of the Owner and Engineer.
- p. Whenever any statement is made in the Contract documents containing the expression "It is understood and agreed", or an expression of like import, such expression means the mutual understanding and agreement of the parties executing the contract agreement of which these general requirements are a part.

Section IV Bidding Requirement and Conditions

4.01 Qualifications of Bidders

Bidders may be required to submit satisfactory evidence that they have a practical knowledge of the particular work bid upon, and that they have necessary financial resource to complete the proposed work. Such data shall be submitted upon request of the Owner. In determining the lowest responsible bid, the following elements will be considered: Whether the bidder involved: 1.) Maintains a permanent place of business; b.) has adequate plant or construction equipment to do work properly and expeditiously; c.) has a suitable financial status to meet obligations incident to do the work; d.) has appropriate technical experience.

Each bidder may be required to show that former work performed by company has been handled in such a manner that there are no just or proper claims pending against such work. No Bidder will be acceptable if he/she is engaged in other work which impairs ability to finance this contract or provide proper equipment for the proper execution of same. Each bidder shall demonstrate ability by meeting requirements herein stipulated if asked for them.

4.02 Proposal

The bidder will be furnished by the City of Rochester, upon request and payment of required fee, a proposal form which will give the description on contemplated

construction, and which will show the estimate of the various quantities of work to be performed and materials to be furnished.

All papers bound with or attached to the proposal form are necessary parts thereof and must not be detached or altered.

The specifications and other documents, designated in the proposal form will be considered a part of the proposal whether attached or not.

4.03 Quantities and Unit Prices

The quantities for which unit prices are indicated in the proposal form, are approximate only, and do not constitute a warranty or guarantee by the owner as to the actual quantities involved in the work. Such quantities are to be used for the purpose of comparison of bids and determining the amount of performance bond. The Owner expressly reserves the right to increase or decrease the quantities during construction as outlined in Section 6.03 of General Requirements; also to make reasonable changes in design, provided such changes to not materially change the intent of the basis contract. The amount of work to be paid for shall be upon the actual quantities performed.

4.04 Examination of Specifications, Proposal, Special Provision, Site of Work and Familiarity With Laws

The Bidder is expected to examine carefully the work, specifications, proposals, special provisions and contract forms before submitting a proposal. It is mutually agreed that submission of a bid shall be considered prima-facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements encountered in performing the work and as to the requirements of the specifications, special provisions and contract.

4.05 Interpretation of Contract Documents

If any person who contemplates submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications or other proposed interpretation thereof. The person submitting the request will be responsible for its prompt delivery not less than (5) five days prior to the date set for opening bids. Any interpretation of the proposed documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations of the proposed documents. The Bidder shall acknowledge receipt of addendum by letter or E-mail and/or FAX prior to opening of proposals.

4.06 Preparation of Proposal

Each bid shall be made on the forms furnished by the Owner and shall be signed in ink by the Bidder with the signature in full.

A unit price shall be submitted on each and every item of work included in the group or division of which bids are requested. Any omission of prices on such items shown in the proposal forms or any addition in writing to the form of the bid, or any condition, limitation, or provision may cause rejection of the proposal.

The Bidder shall specify a unit price in figures for each pay item for which a quantity is given, except as not required in the case of alternate bid items. The products of the respective unit prices and quantities shall also be written in figures in the column provided for the purpose, together with the total amount of the bid as obtained by adding the amounts for the several items. All figures shall be in ink or typed. In the event of a discrepancy between a unit bid price and the extension, the unit bid price shall govern.

When the proposal provides alternate bids, the Bidder may submit prices on one or more of such alternates. The Bidder may set forth in his bid the place provided therefore the amount to be added or deducted from the proposal price for substitution of items. In each separate case the full description of the item must be given, together with the corresponding addition or deduction for that item.

The Bidder shall sign his proposal in ink. If the proposal is made by a partnership, it shall contain the name of each partner and shall be signed in the firm name, followed by the signature of the person authorized to sign. If a corporation makes the proposal it shall be signed in the name of the corporation by the officer or officers having authority to sign contracts. The address of the Bidder shall be typed or printed on the proposal.

4.07 Delivery of Proposal

Each proposal or bid shall be completely sealed in a separate envelope, properly addressed to the Owner at the address indicated on the advertisement for bids, with the name and address of the Bidder and the name of the project for which the bid is submitted, plainly written on the outside of the envelope for which the bid is submitted.

Proposal will be received at the time and place stated in the advertisement for bids. It is the sole responsibility of the Bidder to see that bid is delivered in time. Any bid received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.

No Bidder may submit more than one (1) proposal for the same contract. Two proposals under different names will not be received from one firm or Association.

4.08 Withdrawal or Revision of Proposals

A Bidder may, without prejudice to him/herself, withdraw, modify, or correct a proposal after it has been deposited with the Owner, provided the request for such withdrawal, modification, or correction is filed with the Owner, in writing or by E-mail and/or FAX before the time set for opening proposals. The original proposal as modified by such written or electronic communication will be considered to be the proposal submitted by that Bidder.

No Bidder will be permitted to withdraw his proposal between the closing time for receipt of proposal and the actual award of contract, unless the award is delayed for a period exceeding thirty (30) calendar days.

4.09 Public Opening of Proposals

Proposals will be opened publicly at the time and place indicated in the Advertisement for Bids and the total thereof will be read.

SECTION V AWARD AND EXECUTION OF CONTRACT

5.01 Consideration of Proposal

After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximated quantities shown in the bid schedule and the unit prices bid. In the event of a discrepancy between unit bid prices and extensions, the unit price shall govern, and the corrected extension used in determining the total amount of the bid.

The award of contract, if made, will be to the lowest responsible Bidder. The Owner shall be the sole judge as to the responsibility of the Bidder to satisfactorily perform the work as specified and within the time limit set.

The Owner reserves the right to reject any or all proposals and to waive defects or technicalities, as it may deem best for its interest.

5.02 Award of Contract

The successful Bidder will be notified of award of contract within 30 calendar days after the opening of proposals. The successful Bidder will be notified by letter mailed to address shown on his/her proposal, that the bid has been accepted and that he has been awarded the contract

5.03 Cancellation of Award

The Owner reserves the right to cancel the award of any contract at any time before execution of said contract by all parties without any liability against the Owner.

5.04 Return of Proposal Guarantee

All proposal guarantees except those of the two lowest Bidders will be released immediately following the opening and checking of proposals. The proposal guaranteed of the two lowest Bidder will be retained pending execution of the contract and bond thereof, after which time they will be released.

5.05 Contract Bond

See the section: "Form of Proposal", for this contract.

5.06 Execution of Contract

The contract shall be executed by the successful Bidder and returned, together with the contract bond within 10 days mailing of notice that the proposal has been accepted.

All members of a partnership, the President or Vice-President and the Secretary or Treasurer of each corporation shall sign the contract and contract bond. In case of joint venture, signature requirements shall apply to each firm represented.

The Contractor shall not, under any circumstances, assign the contract or any payments due there under without written permission of the Owner.

The Contract will be made on the forms in use by the City of Rochester, and made a part of the general requirements and covenants, copies of which are also on file at the office of the City Clerk, Room 135, City Hall, Rochester, Minnesota.

5.07 Failure to Execute Contract

Failure on the part of the successful Bidder to execute the contract or to comply with another condition imposed precedent to approval of the contract shall be considered cause of annulment of the award. The award may then, at the discretion of the Owner, be made to the next lowest responsible Bidder or the work may be re-advertised or otherwise performed as the Owner may decide.

5.08 Equal Employment Opportunity

In connection with execution of this agreement, the Recipient and subcontractor shall not discriminate against any employee or applicant for employment for race, color, sex or national origin. The Recipient and any subcontractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, sex or national origin. Such actions shall include, but not be limited to the following; employment, up-grading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selections for training, including apprenticeship.

ATTACHMENT 7 -REQUIRED FTA CLAUSES

1. No Obligation by the Federal Government

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government is not a party to this contract and shall not subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statements or Related Acts

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. & §3801 *et seq.* And US DOT regulations "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. & §5307, the Government reserves the right to impose the penalties of 18 U.S.C. & §5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions

3. ACCESS TO RECORDS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 CFR 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of

the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC 5302(a)1, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311.

4. Where any Purchaser which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 USC 5325(a) enters into a contract for a capital project or improvement (defined at 49 USC 5302(a)1), through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
5. The Contractor agree to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonable needed.
6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exception related thereto. Reference 49 CFR 18.39(i)(11).

4. Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. Civil Rights The following requirements apply to the underlying contract:

(1) Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. & 2000d, section 303 of the Age Discrimination Act of 1975, as amended, or 42 U.S.C., 6102, section 202 of the ADA of 1990, 42 U.S.C. & 12132, and Federal Transit law at 49 U.S.C. & 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity. The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. & 2000e, and Federal Transit laws at 49 U.S.C. & 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of US Department of Labor (US DOL) regulations, "Office of Federal Contract Compliance Programs, Equal

Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 etseq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. & 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. & 623 and Federal Transit law at 49 U.S.C. & 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. & 12112, the Contractor agrees that it will comply with the requirements of US Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3). The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

6. Disadvantaged Business Enterprise

1. The Federal Fiscal Year goal has been set by City in an attempt to match projected procurements with available qualified disadvantaged businesses City goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by the City as set forth by the Department of Transportation Regulations 49 C.F.R. Part 23, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal

If a specific DBE goal is assigned to this contract, it will be clearly stated in the Special Specifications, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, the City may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

(a) Policy

It is the policy of the Department of Transportation and the City of Rochester that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of Contract financed in whole

or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, apply to this Contract.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, have the maximum opportunity to participate in whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The

Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of the City to promote the development and increase the participation of businesses owned and controlled by disadvantaged individuals. DBE involvement in all phases of City procurement activities are encouraged.

- (b) DBE obligation The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.
- (c) Where the Contractor is found to have failed to exert reasonable and good faith efforts to involve DBE's in the work provided, the City may declare the contractor noncompliant and in breach of contract.
- (d) The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with the City's Mass Transit DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of the City and will be submitted to the City upon request.
- (e) City will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request.
 - * Identification of qualified DBE
 - * Available listing of Minority Assistance Agencies
 - * Holding bid conferences to emphasize requirements

2. DBE Program Definitions, as used in the contract:

- (a) Disadvantaged business "means a small business concern"

- i. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

- ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
 - iii. Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and
 - iv. Whose management and daily business operations are controlled by one or more women individuals who own it.
- (b) "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B - (Section 106(c)) Determinations of Business Size.
- (c) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.
 - i. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
 - ii. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - iii. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - iv. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the US Trust Territories of Pacific, and the Northern Marianas;
 - v. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh.

7. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any MVRTA requests which would cause MVRTA to be in violation of the FTA terms and conditions.

8. Termination of Contract

- a. **Termination for Convenience (General Provision)** The City of Rochester may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid the Contractor. If the Contractor had any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.
- b. **Termination for Default [Breach or Cause] (General Provision)** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience

- c. **Opportunity to Cure (General Provision)** The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.
If Contractor fails to remedy to the City's satisfaction the breach or default or any of the terms, covenants, or conditions of this contract within [ten(10)days] after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.
- d. **Waiver of Remedies for any Breach** In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.
- e. **Termination for Convenience (professional or Transit Service Contracts)** The City, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination

9. **Certification Regarding Debarment, Suspension and Other Responsibility Matters**

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the City may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the City if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the City for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the City.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by US General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the City may pursue available remedies including suspension and/or debarment.

**"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion - Lower Tier Covered Transaction"**

1. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. & 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

10. Third Party Contract Disputes or Breaches

Disputes. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City. This decision shall be final and conclusive unless within [ten (10) days] from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute. Unless otherwise directed by the City, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City is located.

Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City, its Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under except as may be specifically agreed in writing.

11. Restrictions on Lobbying

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING **Certification for Contracts, Grants, Loans and Cooperative Agreements** **(To be submitted with each bid or offer exceeding \$100,000)**

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C., 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C., 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

12. Air Quality

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* The contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

13. Clean Water

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

2. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

14. Transit Employee Protective Arrangements

49 U.S.C. 5210, 5311 and 5333

29 CFR Part 215

Applicability to Contracts. The Transit Employee Protective Provisions apply to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator. (Because transit operations involve many activities apart from direct driving or operating transit vehicles, FTA determines which activities constitute transit "operations" for purposes of this clause). Flow Down. These provisions are applicable to all contracts and subcontracts at every tier.

Transit Employee Protection Provisions.

(1) The Contractor agrees to comply with applicable transit employee protective requirements as follows:

(a) General Transit Employee Protective Requirements: To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. 5333 (b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter

of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (l), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities by 49 U.S.C. 5310(a)(2), or for projects for non-urbanized area authorized by 49 U.S.C. 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

(b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S. c. 5310(a)(2) for Elderly Individuals and Individuals with Disabilities. If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determine in the future that the employee protective requirements of 49 U. S.C. 5333(b) are necessary or appropriate for the state and the public body sub recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connections with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.

Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. 5311 in Non-urbanized Areas. If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. 511, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

2. The Contractor also agrees to include any applicable requirements in each subcontractor involving transit operations financed in whole or in part with Federal assistance provided by FTA.

15. Charter Bus Requirements

The Contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental" i.e., it must not interfere with or detract from the provision of mass transportation.

16. School Bus Requirements

Pursuant to 69 U.S.C. 5323 and 49 CFR Part 605, recipients and sub recipients of FTA assistance may not engage in school bus operations exclusively for the transportation students and school personnel in competition with private school bus operation unless qualified under specified exemption. When operating exclusive school bus service under an allowable exemption, recipients and sub recipients may not use federally funded equipment, vehicles of facilities.

17. Drug and Alcohol Testing

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655 as amended, produce any documentation necessary to establish its compliance with Part 655 as amended and permit any authorized representative of the United States Department of Transportation or its operating administrations, the Minnesota Department of Transportation and City of Rochester to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 as amended and reviews the testing process. The contractor agrees further to certify annual its compliance with Part 655 as amended before February 15 of each year and to submit the Management Information System (MIS) reports before February 15 of each year to the City. To certify compliance, the contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements", which is published annually in the Federal Register.

18. Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy, efficiency which are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act.

19. Recycled Products

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

20. Access for Individuals with Disabilities

The Recipient agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act

of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

October 27, 2010

To: Prospective Bidders

From: Scott Retzlaff

Re: Rochester Dial-A-Ride/ Addendum One

Enclosed is an addition to the "Invitation For Bids and Specifications for Zips Dial-A-Ride" for the City of Rochester, Minnesota.

This addendum, if placed in the original "Invitation For Bids and Specifications for Zips Dial-A-Ride" for the City of Rochester, Minnesota would have been found on page 14.

XXI. FUEL

The City shall provide all fuel used in the operation of the City owned buses. This does not include fuel for taxi or company vans used in the service. Fuel for taxi and vans shall be covered by the operator and included in the taxi and van rates. The City shall provide the company with locations and instructions for daily fueling.

Please contact me at 507-328-2439 or email me at sretzlaff@rochestermn.gov if you have any questions.

Thank you,

Scott E. Retzlaff, CPA
Parking and Transit Assistant
City of Rochester, Minnesota
Department of Public Works
201 SE 4th Street, Room #108
Rochester, MN 55904
Phone: 507-328-2439
Fax: 507-328-2401

Attachment 1 – Amended Contract Wording for the 2011-2012 OPERATIONS CONTRACT FOR ZIPS DAIL-A-RIDE

XIII. OPTION FOR GROUPED TAXI AND / OR VAN RIDES

The City, at its option, may authorize the use of grouped taxi and/ or van rides. Payment for group taxi/group van rides shall be \$13.00 per ride regardless of the number of passengers carried during the course of a trip. Such rate shall be considered full payment including use of equipment, fuel, vehicle maintenance and repair, insurance, dispatching and administration.

Authorization for such rides will be made by the Rochester Department of Public Works.

Any changes in route pick up locations or fees shall require prior approval of the City.

Contractor shall include in its monthly invoice a statistical report of grouped taxi rides for the month including the number of minutes, miles, trips and passenger names and number of per trip.

NOTE: If the contractor does not provide taxi service as part of their usual services, the City will make arrangements for such services with a taxi company after consultation with the contractor.

Passengers will be required to use their regular ZIPS tickets on the basis of one punch per one way ride.

All operating policies and standards per this specification as appropriate shall apply to group taxi service.

XIV. OPTION FOR "ON CALL" TAXI RIDES

The City at its option may also contract for on-call taxi service in lieu of ZIPS bus service. Payment for such services shall be \$13.00 per ride regardless of the number of passengers carried during the course of a trip.

Contractor shall select the shortest possible route and group such request for service in the most economical route.

Such service shall be available to all persons certified as eligible for dial-a-ride service by the City.

Contractor shall include in its monthly invoice a statistical report of all on-call taxi rides provided for the month including the number of trips, names of individuals served, pick up and destination points and number of miles and minutes of each trip.

Passengers shall be required to use a ZIPS ticket as may be issued for such services on the basis of one punch per one way ride.

AMENDMENT NUMBER ONE
CITY OF ROCHESTER/ R&S TRANSPORT, INC.

THIS FIRST AMENDMENT made and entered into this 17 day of December, 2012 by and between the CITY OF ROCHESTER, MINNESOTA ("City") and R&S Transport, Inc., a Minnesota corporation ("Contractor"), located at 1725 HWY 14 East SE, Rochester, Minnesota 55904.

The 2011-2012 AGREEMENT between the City of Rochester and R&S Transport, Inc. dated the November 15, 2010 for the operation of ZIPS Dial-A-Ride provides for extension of the agreement based on a negotiated rate of which the increase from the prior rate shall not exceed the Consumer Price Index (CPI) for the period as published by U.S. Department of Labor's Bureau of Labor Standards. The City and Contractor have negotiated such an extension of the agreement for 2013 based on the following rate and including other changes as described below.

Section 4 of the Contract is amended "that the City agrees to pay and contractor agrees to receive as full payment the sum of \$40.70 per vehicle hour in 2013."

Section III B of the Specifications "Drivers Wages and Benefits" – the minimum hourly wages will be amended per the attached Exhibit "A".

Section III C of the Specifications "Maintenance" is amended to adjust the shop rate for major repairs in 2013 to \$36.05

Section III F of the Specifications "Insurance" – Physical damage minimums for City owned vehicles will be amended per the attached Exhibit "B".

Section XIII of the Specifications "Option for Grouped Taxi and/or Van Rides" is amended to show the following language pertaining to payment of the grouped taxi and van rides: Payment for group taxi rides shall not exceed the meter rates that are shown in City of Rochester, MN Ordinance 95.13 or a flat rate may be used. The flat rate must be approved by the City's Transit Manager.

Section XIV of the Specifications "Option for 'On Call' Taxi Rides" is amended to show the following language pertaining to payment of the on call option for taxi rides: Payment for on call taxi rides shall not exceed the meter rates that are shown in City of Rochester, MN Ordinance 95.13 or a flat rate may be used. The flat rate must be approved by the City's Transit Manager.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to the Agreement to be duly executed as of the date first written above.

Except as amended by this Amendment, the remainder of the November 10, 2010, agreement between the parties remains in effect."

R&S Transport, Inc.
(a Minnesota Corporation)

By [Signature]
Its President

By _____
Its _____

City of Rochester,
(a Minnesota Municipal Corporation)

By [Signature]
Its Mayor

By [Signature]
Its City Clerk
LAPUTX

APPROVED AS TO FORM
and EXECUTION
[Signature]
Rochester City Attorney

EXHIBIT A "2013 DRIVER WAGES "

<u>ZIPS DRIVING HOURS</u>	<u>MINIMUM HOURLY WAGES</u>
1 ST 6 Months	\$ 12.45
6 Months to 2000 Hours	\$ 13.25
2001 to 3999 Hours	\$ 13.65
4000 to 5999 Hours	\$ 14.25
6000 to 7,999 Hours	\$ 15.00
8,000 Hours & Over	\$ 15.80

All other minimums for employee benefits, vacation and health/medical benefits per the Specifications for 2011-2012 ZIPS Dial-A-ride shall apply.

EXHIBIT B "2013 PHYSICAL DAMAGE COVERAGE "

<u>VEHICLE</u>	<u>YEAR</u>	<u>2013 PHYSICAL DAMAGE COVERAGE/ PER UNIT</u>
Orion II-Bus 6	2000	\$ 13,000
Orion II-Bus 9	2001	\$ 20,000
Eldorado-Bus D6	2001	\$ 5,000
ARBOC- Bus 10	2010	\$135,000
ARBOC-Bus 11	2011	\$ 142,000
ARBOC-Bus 12	2011	\$ 142,000
ARBOC- Bus 14	2012	\$ 155,000

All other insurance requirements per the Specifications for 2011-2012 ZIPS Dial-A-ride shall apply.

AMENDMENT NUMBER TWO
CITY OF ROCHESTER/ R&S TRANSPORT, INC.

THIS SECOND AMENDMENT made and entered into this 26 day of December, 2013 by and between the CITY OF ROCHESTER, MINNESOTA ("City") and R&S Transport, Inc., a Minnesota corporation ("Contractor"), located at 1725 HWY 14 East SE, Rochester, Minnesota 55904.

The 2011-2012 AGREEMENT between the City of Rochester and R&S Transport, Inc. dated the November 15, 2010 for the operation of ZIPS Dial-A-Ride provides for extension of the agreement based on a negotiated rate of which the increase from the prior rate shall not exceed the Consumer Price Index (CPI) for the period as published by U.S. Department of Labor's Bureau of Labor Standards. The City and Contractor have negotiated such an extension of the agreement for 2014 based on the following rate and including other changes as described below.

Section 4 of the Contract will remain unchanged from 2013. The City agrees to pay and contractor agrees to receive as full payment the sum of \$40.70 per vehicle hour in 2014.

Section III B of the Specifications "Drivers Wages and Benefits" – the minimum hourly wages will remain unchanged from 2013, per the attached Exhibit "A".

Section III C of the Specifications "Maintenance" will remain unchanged from 2013. The shop rate for major repairs in 2014 to \$36.05

Section III F of the Specifications "Insurance" – Physical damage minimums for City owned vehicles will be amended per the attached Exhibit "B".

IN WITNESS WHEREOF, the undersigned have caused this Amendment to the Agreement to be duly executed as of the date first written above.

Except as amended by this Seconded Amendment, the remainder of the November 10, 2010 agreement as well as the 2013 First Amendment dated remains in effect.

R&S Transport, Inc.
(a Minnesota Corporation)

By [Signature]
Its President

By _____
Its _____

City of Rochester.
(a Minnesota Municipal Corporation)

By [Signature]
Its Mayor

By [Signature]
Its City Clerk
DEPUTY

APPROVED AS TO FORM
and EXECUTION
[Signature]
Rochester City Attorney

EXHIBIT A "2014 DRIVER WAGES "

<u>ZIPS DRIVING HOURS</u>	<u>MINIMUM HOURLY WAGES</u>
1 ST 6 Months	\$ 12.45
6 Months to 2000 Hours	\$ 13.25
2001 to 3999 Hours	\$ 13.65
4000 to 5999 Hours	\$ 14.25
6000 to 7,999 Hours	\$ 15.00
8,000 Hours & Over	\$ 15.80

All other minimums for employee benefits, vacation and health/medical benefits per the Specifications for 2011-2012 ZIPS Dial-A-ride shall apply.

EXHIBIT B "2014 PHYSICAL DAMAGE COVERAGE "

<u>VEHICLE</u>	<u>YEAR</u>	<u>2013 PHYSICAL DAMAGE COVERAGE/ PER UNIT</u>
ARBOC- Bus 10	2010	\$ 64,300
ARBOC-Bus 11	2011	\$ 89,200
ARBOC-Bus 12	2011	\$ 89,200
ARBOC- Bus 14	2012	\$ 111,500

All other insurance requirements per the Specifications for 2011-2012 ZIPS Dial-A-ride shall apply.

AMENDMENT NUMBER THREE
CITY OF ROCHESTER/ R&S TRANSPORT, INC.

THIS THIRD AMENDMENT made and entered into this 15th day of December, 2014 by and between the CITY OF ROCHESTER, MINNESOTA ("City") and R&S Transport, Inc., a Minnesota corporation ("Contractor"), located at 1725 HWY 14 East SE, Rochester, Minnesota 55904.

The 2011-2012 AGREEMENT between the City of Rochester and R&S Transport, Inc. dated the November 15, 2010 for the operation of ZIPS Dial-A-Ride provides for extension of the agreement based on a negotiated rate of which the increase from the prior rate shall not exceed the Consumer Price Index (CPI) for the period as published by U.S. Department of Labor's Bureau of Labor Standards. The City and Contractor have negotiated such an extension of the agreement for 2015 based on the following rate and including other changes as described below.


Section 4 of the Contract is amended "that The City agrees to pay and contractor agrees to receive as full payment the sum of \$37.85 per vehicle hour in 2015.

Section III F of the Specifications "Insurance" – For CY 2015, the ZIPS buses will now be insured by The City of Rochester.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to the Agreement to be duly executed as of the date first written above.


Except as amended by this Third Amendment, the remainder of the November 10, 2010 agreement as well as the 2014 Seconded Amendment dated December 13, 2013 remains in effect.


R&S Transport, Inc.
(a Minnesota Corporation)

By 
Its President

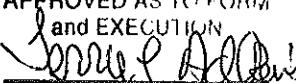
By _____
Its _____

City of Rochester,
(a Minnesota Municipal Corporation)

By 
Its Mayor

By 
Its City Clerk

APPROVED AS TO FORM
and EXECUTION


Rochester City Attorney

ACKNOWLEDGEMENT OF CORPORATION

AUTHORIZED SIGNATURE

STATE OF MINNESOTA

COUNTY OF olmsted

On this 6th day of JANUARY, 20 15, before me appeared
STEVEN. ELWOOD to me personally known, who,
(Name of officer)

being by me duly sworn, did say that he/she is the president
(Title)

of R & S TRANSPORT,
(Name of corporation)

7201 22nd Ave SW, Rochester MN, 55902,
(Address) (City and State) (Zip Code)

a corporation; and that said instrument was executed in behalf of said corporation by
authority of its Board of Directors; and that said _____
(Name of officer)

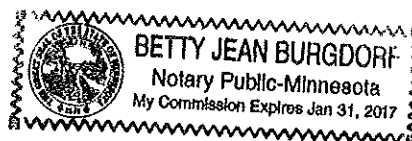
acknowledged said instrument to be the free act and deed of said corporation.

Betty Jean Burgdorf

Notary Public

County olmsted

My Commission Expires 1-31-17



**Amendment 4 - Extension Of Zips Dial-A-Ride Paratransit Service Contract For 2016
City Of Rochester/ R&S Transport, Inc.**

This 4th Amendment for the Extension of Zips Dial-A-Ride Paratransit Service Contract For 2016 made and entered into this 15th day of December, 2015 by and between the CITY OF ROCHESTER, MINNESOTA ("City") and R&S Transport, Inc., a Minnesota corporation ("Contractor").

The 2011-2012 Agreement between the City of Rochester and R&S Transport, Inc. dated the November 15, 2010 for the operation of ZIPS Dial-A-Ride provides for extension of the agreement based on a negotiated rate of which the increase from the prior rate shall not exceed the Consumer Price Index (CPI) for the period as published by U.S. Department of Labor's Bureau of Labor Standards. The City and Contractor have negotiated such an extension of the agreement for 2016 based on the following rate and including other changes as described below.

- Section 4 of the Contract is amended "that The City agrees to pay and contractor agrees to receive as full payment the sum of \$37.85 per vehicle hour in 2016."
- Section II. Equipment 1). The Operator shall provide a maintenance facility necessary for the maintenance of vehicles. The vehicles, when not in service or being maintained, shall be stored at the City's Public Works and Transit Operations Center (PWTOC). The attached Facilities Use Agreement outlines R&S Transport, Inc.'s use of the PWTOC. and has been incorporated in to the Zips Dial-A-Ride Paratransit Service Contract for 2016.
- Section III. B. Drivers Wages and Benefits – The contractor will follow all Affordable Care Act requirements for medical/health benefits for full-time equivalent drivers.
- Section III. Maintenance, is amended to adjust the shop rate for major repairs to \$36.75 per hour. The 2015 shop rate was \$36.05 per hour.
- Section XIII. Option for Grouped Taxi and/or Van Rides. The City and R&S Transportation have negotiated a rate for supplemental and extended van rides to be used in lieu of ZIPS bus service when there are periods of high demand or for efficiency in the delivery of service to passengers. The negotiated rates, which are the same rates the general public pays, are as follows:
 - Ambulatory vans: \$13 flat rate plus \$1.75 per mile
 - Wheelchair accessible vans: \$25 flat rate plus \$2.25 per mile.

All other existing contract provisions, previous contract amendments not adjusted with this extension, and service specifications shall apply

IN WITNESS WHEREOF, the undersigned have caused this Amendment to the Agreement to be duly executed as of the date first written above.

R&S Transport, Inc.
(a Minnesota Corporation)

By Steve Elwood
Its President

By Steve Elwood
Its owner

City of Rochester,
(a Minnesota Municipal Corporation)

By William F. Bude
Its Mayor

By Adam S. Keen
Its City Clerk

APPROVED AS TO FORM
and EXECUTION

Jerome S. Dabkin
Rochester City Attorney

RESOLUTION

BE IT RESOLVED by the Common Council of the City of Rochester that the City approve of an amendment to the 2015 City/R & S Transport, Inc., contract for ZIPS Dial-A-Ride Operations Contract by extending the contract through 2016 and incorporating mutually agreed revisions as well as the original contract and previous amendments.

The Mayor and City Clerk are authorized and directed to execute this amendment on behalf of the City of Rochester.

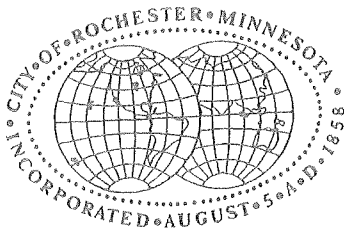
PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF
ROCHESTER, MINNESOTA, THIS 7th DAY OF December, 2015.

ATTEST:

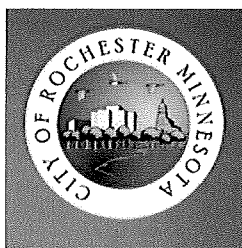
Aaron S. Reeve
CITY CLERK

Randy Staver
PRESIDENT OF SAID COMMON COUNCIL

APPROVED THIS 14th DAY OF December, 2015.

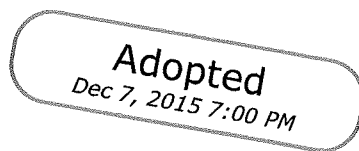


William F. Bieda
MAYOR OF SAID CITY



RochestercityMN

Action Item 4811



Extension Of Zips Dial-A-Ride Paratransit Service Contract For 2016

Information

Department:

Public Works

Sponsors:

Category:

Contract

Attachments

Printout
Facilities Use Agreement
600-15

Meeting History

Dec 7, 2015 7:00 PM Video/Audio

**City
Council**

Regular Meeting

Draft

Adopted Resolution No. 600-15 approving the extension of ZIPS Dial-a-Ride Paratransit Service Contract for 2016 to R & S Transport, Inc.

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Mark Bilderback, Councilmember
SECONDER: Mark Hickey, Councilmember
AYES: Randy Staver, Nick Campion, Ed Hruska, Mark Bilderback, Michael Wojcik, Mark Hickey, Sandra Means

Thanks for visiting our new Agenda Website.